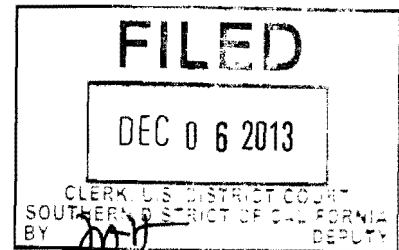


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**SEALED**

10 Attorneys for Plaintiff  
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12

13 IN THE UNITED STATES DISTRICT COURT  
14 FOR THE SOUTHERN DISTRICT OF CALIFORNIA

15 FREEMAN INVESTMENT  
16 MANAGEMENT CO., LLC, a  
17 Delaware corporation

18 Plaintiff,

19 v.

20 FRANK RUSSELL COMPANY, a  
Washington corporation, dba  
21 RUSSELL INVESTMENT GROUP,

22 Defendants.  
23

Case No. **'13 CV 2856 JLS RBB**

**PLAINTIFF'S APPLICATION TO  
FILE COMPLAINT UNDER SEAL**

24  
25 RECEIVED IN  
26 DOCKETING

27 DEC 10 2013  
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1 Pursuant to Local Rule 79.2, Plaintiff Freeman Investment Management  
2 Co., LLC ("Freeman") hereby moves to file under seal its Complaint against  
3 Defendant Frank Russell Company d/b/a Russell Investment Group ("Russell").

4 While courts "recognize a general right to inspect and copy public records  
5 and documents, including judicial records and documents," that right is "not  
6 absolute." *Nixon v. Warner Communications, Inc.*, 435 U.S. 589, 598 (1978).  
7 A court may seal records upon demonstration of "compelling reasons" for  
8 sealing the document. *Kamakana v. City and County of Honolulu*, 447 F.3d  
9 1172, 1178-79 (9th Cir. 2006). Thus, sealing records is appropriate where court  
10 files might have become a "vehicle for improper purposes" such as where  
11 records are "used to gratify private spite or promote public scandal," "serve as  
12 reservoirs of libelous statements for press consumption," or are used as "sources  
13 of business information that might harm a litigant's competitive standing."  
14 *Nixon*, 435 U.S. at 598. In fact, courts routinely seal records related to  
15 agreements with confidentiality clauses. *See, e.g., United Rentals, Inc. v. Ahern*  
16 *Rentals, Inc.*, No. 2:12-CV-01876-JCM-VCF, 2012 WL 5418355, \*1 (D. Nev.  
17 Nov. 2, 2012) (sealing a complaint based on a dispute regarding a confidential  
18 settlement agreement); *Nygren v. Hewlett-Packard Co.*, No. C07-05793 JW  
19 (HRL), 2010 WL 2107434 (N.D. Cal. May 25, 2010) (refusing to unseal a  
20 confidential settlement agreement).

21 Here, similar to *United Rentals* and *Nygren*, the Complaint contains an  
22 agreement that is by its terms confidential and is the type of record that is  
23 routinely sealed. Moreover, the confidential purpose and terms of this  
24 agreement, as well as the confidential communications exchanged subject to the  
25 agreement, are discussed at length throughout the Complaint. The parties have  
26 already agreed to preserve the confidentiality of this information. Thus, the  
27 Complaint should be sealed because otherwise it could become a "vehicle for

28 / / /

1 improper purposes” — for example the discovery of business information that  
2 the parties agreed would be kept confidential. *See Nixon*, 435 U.S. at 598.

3 For the foregoing reasons, this application to file under seal should be  
4 granted.

5 Respectfully submitted,

6 KNOBBE, MARTENS, OLSON & BEAR, LLP  
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8 Dated: 11/29/2013

9 By: Perry Oldham

John B. Sganga, Jr.  
Perry D. Oldham  
Adam Powell

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